

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address

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☐ Individual appearing without attorney
☒ Attorney for: Edward M. Wolkowitz, Chapter 7 Trustee

FOR COURT USE ONLY

In re:

PACIFIC THEATRES EXHIBITION CORP., et al.,

X Affects Pacific Theatres Exhibition Corporation only

Debtor(s).

CASE NO.: 2:21-bk-15007-BB

CHAPTER: 7

NOTICE OF SALE OF ESTATE PROPERTY

Sale Date: 12/08/2021

Time: 10:00 am

Location: Courtroom 1539, 255 East Temple Street, Los Angeles, California 90012

☒ Public☐ Private

Last date to file objections: 11/24/2021

On-Sale General Eating Place License #47-384748

"As Is, Where Is, With All Faults" present condition, without representations or warranties of any kind or nature whatsoever whether express or implied.

See attached Exhibit 1.

Proposed sale price: \$ 85,000.00

Overbid procedure (if any):

See attached Exhibit 1.

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact person for potential bidders (include name, address, telephone, fax and/or email address):

PHILIP A. GASTEIER
LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.
2818 La Cienega Avenue
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Telephone: (310) 229-1234
Facsimile: (310) 229-1244
E-mail: pag@lnbyg.com

Date: 11/12/2021

Exhibit 1

Terms and Conditions of the Proposed Sale.

a. **Good Faith Deposit:** The Buyer shall deliver a good faith deposit in the sum of \$8,500.00 to the Trustee which deposit shall be deemed non-refundable and forfeited to the Estate as liquidated damages if the Buyer is the successful bidder and the sale does not close after the Buyer's default. The amount of any deposit paid by the Buyer (or a successful overbidder) shall be credited against the Purchase Price at the closing of escrow.

b. **Purchase Price:** The Buyer shall purchase the License Rights for the Purchase Price of \$85,000.00 (subject to overbid). The balance of the Purchase Price (taking into account any deposit delivered by the Buyer) shall be deposited with Escrow within 30 days of filing of an application for transfer.

c. **Payment Of Costs, Fees And Sales Or Transfer Taxes:** In addition to the Purchase Price, the Buyer shall bear and be solely responsible for the payment of any and all costs, fees, and sales or transfer taxes arising from the sale and transfer of the Liquor License, including, without limitation, escrow fees, recording fees and transfer fees.

d. **Sale Subject To Overbid At Auction:** The sale of the License Rights shall be subject to overbid, in accordance with the overbid procedures described below (the "Overbid Procedures"), at an auction of the License Rights (the "Auction") to be conducted by the Trustee at the time of the hearing on this Motion ("Sale Hearing"), or as otherwise directed by the Court.

e. **Closing of Escrow and Forfeiture of Deposits:** The sale shall close upon issuance of the transferred Liquor License to the Buyer (or a successful overbidder).

Proposed Overbid Procedures.

a. **Overbid Requirements.** Any party interested in submitting an overbid for the License included in the License Rights ("Overbid") must, not later than 48 hours before the Sale Hearing, *i.e.*, 10:00 a.m. December 6, 2021 (the "Overbid Deadline"), deliver such

Overbid in writing to counsel for the Trustee (Philip A. Gasteier, Esq., Levene, Neale, Bender, Yoo & Golubchik L.L.P., 2818 La Cienega Avenue, Los Angeles, California 90034, Email: PAG@LNBYG.com, Facsimile: (310) 229-1244), in accordance with the requirements set forth below:

i. The purchase price for the License Rights in any Overbid must be in the sum of at least \$90,000.00. Any Overbid must otherwise be on the same or better terms and conditions as set forth in the Agreement.

ii. Each party submitting an Overbid must, by the Overbid Deadline: (i) deliver a deposit in the sum of \$9,000.00, in the form of a cashier's check, to the Trustee, so that such deposit is actually received by the Overbid Deadline, and (ii) deliver to counsel for the Trustee proof of committed funds available to the bidder sufficient to enable such bidder to consummate the sale of the License Rights, which proof shall be in the form of a letter of credit, loan commitment or other form acceptable to the Trustee in the Trustee's sole discretion. In the event that (i) the bidder fails to timely make the deposit, (ii) the bidder fails to timely provide proof of committed funds, or (iii) the Trustee determines, in his sole discretion, that the proof of funds provided to Trustee by a bidder is unacceptable, the Trustee may, at his sole discretion, disqualify such bidder from participating in the Auction. In the event that the Trustee exercises his discretion and disqualifies a bidder from participating in the Auction, the Deposit made by such bidder (if any) shall be returned to the bidder.

b. **Bidding At Auction.** If at least one qualified bidder who has submitted an Overbid appears at the Auction, the Trustee shall designate what he determines, in his reasonable judgment, to be the best and highest Overbid received for the License Rights to be the leading bid at the Auction. Thereafter, the Trustee shall solicit better and higher bids for the License Rights, in bidding increments of at least \$1,000, from the qualified bidders participating in the Auction (including the Buyer, if it chooses to participate) until

the best and highest bid for the License Rights has been determined by the Trustee. The qualified bidder who submits the second best/highest bid for the License Rights at the Auction shall be designated as the backup bidder.

c. **Backup Bidder:** In the event that the Buyer or the successful overbidder cannot timely complete the purchase of the License Rights, the Trustee shall be authorized to proceed with the sale of the License Rights to the backup bidder (if one is designated at the Auction) without further notice, hearing or order of the Court.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 2818 La Cienega Avenue, Los Angeles, CA 90034.

A true and correct copy of the foregoing document entitled **Notice of Sale of Estate Property** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **November 12, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service List served by U.S. Mail attached

2. SERVED BY UNITED STATES MAIL: On **November 12, 2021**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Courtesy Copy

The Hon. Sheri Bluebond
United States Bankruptcy Court
255 E. Temple Street, Suite 1534
Los Angeles, CA 90012

☐ Service List served by U.S. Mail attached

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **November 12, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service List served by U.S. Mail attached

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

November 12, 2021

John Berwick

/s/ John Berwick

Date

Type Name

Signature

2:21-bk-15007-BB Notice will be electronically mailed to:

Kenechi R Agu on behalf of Creditor Novel Harris
kagu@kralegal.com

Erin N Brady on behalf of Debtor ArcLight Cinema Company
erin.brady@hoganlovells.com, cindy.mitchell@hoganlovells.com;tracy.southwell@hoganlovells.com

Erin N Brady on behalf of Debtor ArcLight Visions, Inc.
erin.brady@hoganlovells.com, cindy.mitchell@hoganlovells.com;tracy.southwell@hoganlovells.com

Erin N Brady on behalf of Debtor Glendale Americana Theatre, LLC
erin.brady@hoganlovells.com, cindy.mitchell@hoganlovells.com;tracy.southwell@hoganlovells.com

Erin N Brady on behalf of Debtor Pacific Cinemas Corporation
erin.brady@hoganlovells.com, cindy.mitchell@hoganlovells.com;tracy.southwell@hoganlovells.com

Erin N Brady on behalf of Debtor Pacific Theatres Entertainment Corporation
erin.brady@hoganlovells.com, cindy.mitchell@hoganlovells.com;tracy.southwell@hoganlovells.com

Erin N Brady on behalf of Debtor Pacific Theatres Exhibition Corp.
erin.brady@hoganlovells.com, cindy.mitchell@hoganlovells.com;tracy.southwell@hoganlovells.com

William S Brody on behalf of Creditor BANK OF AMERICA, N.A.
wbrody@buchalter.com, dbodkin@buchalter.com;IFS_filing@buchalter.com

William S Brody on behalf of Interested Party Courtesy NEF
wbrody@buchalter.com, dbodkin@buchalter.com;IFS_filing@buchalter.com

Philip A Gasteier on behalf of Trustee Edward M Wolkowitz (TR)
pag@lnbrb.com

Marsha A Houston on behalf of Creditor Universal Film Exchanges LLC
mhouston@reedsmith.com, hvalencia@reedsmith.com

Brian D Huben on behalf of Creditor The Macerich Company
hubenb@ballardspahr.com, carolod@ballardspahr.com;rev_jaruschewskyj@ballardspahr.com

Brian D Huben on behalf of Creditor Westfield, LLC
hubenb@ballardspahr.com, carolod@ballardspahr.com;rev_jaruschewskyj@ballardspahr.com

William W Huckins on behalf of Creditor GGP Northridge Fashion Center, LP
whuckins@allenmatkins.com, clynch@allenmatkins.com;igold@allenmatkins.com

William W Huckins on behalf of Interested Party Courtesy NEF
whuckins@allenmatkins.com, clynch@allenmatkins.com;igold@allenmatkins.com

Jeffrey Huron on behalf of Creditor OMCC Theatre Owner, LLC
jhuron@dykema.com, ebailon@dykema.com;cacossano@dykema.com;DocketLA@dykema.com

Jeffrey Huron on behalf of Defendant OMCC Theatre Owner, LLC
jhuron@dykema.com, ebailon@dykema.com;cacossano@dykema.com;DocketLA@dykema.com

Jeffrey S Kwong on behalf of Trustee Edward M Wolkowitz (TR)
jsk@lnbyb.com, jsk@ecf.inforuptcy.com

1 David B Lally on behalf of Creditor Veronica Lopez
davidlallylaw@gmail.com

2 Kristen N Pate on behalf of Creditor Brookfield Properties Retail, Inc.
ggpbk@ggp.com

3 Jeffrey L Sumpter on behalf of Consultant MENCHACA & COMPANY LLP CPA
4 jsumpter1@cox.net

5 John N Tedford, IV on behalf of Interested Party Courtesy NEF
jtedford@DanningGill.com, danninggill@gmail.com;jtedford@ecf.inforuptcy.com

6 United States Trustee (LA)
7 ustpreion16.la.ecf@usdoj.gov

8 Edward M Wolkowitz (TR)
9 emwtrustee@lnbyb.com, ewolkowitz@iq7technology.com;ecf.alert+Wolkowitz@titlexi.com

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